

**RESOLUTION OF THE BOARD OF DIRECTORS OF ICO GLOBAL  
COMMUNICATIONS (HOLDINGS) LIMITED**

**BY  
UNANIMOUS WRITTEN CONSENT**

**EFFECTIVE: August 11, 2005**

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The undersigned, being all of the directors of ICO Global Communications (Holdings) Limited, a Delaware corporation ("the Parent"), and the parent Subsidiary of its wholly-owned subsidiary, ICO North America, Inc. (the "Subsidiary"), pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopts the following resolutions by unanimous written consent:

WHEREAS, it is in the best interests of the Subsidiary to raise additional capital, and the Subsidiary anticipates raising such capital through the offering for sale and the issuance of up to \$650,000,000 in an aggregate amount of Convertible Senior Secured Notes due 2009 (the "Notes") of the Subsidiary to certain institutional buyers (the "Buyers") under the financing (the "Financing"); and

WHEREAS, in connection with the Financing, the Parent has determined it to be in Parent's best interest to assist the Subsidiary in the Financing by pledging the Parent's shares of capital stock of the Subsidiary as security for the Notes;

**COLLATERAL TRUST AGREEMENT AND PLEDGE AGREEMENT**

RESOLVED that Craig Jorgens and Donna Alderman (the "Authorized Signatories") (either one acting alone) be, and each hereby is authorized in the name and on behalf of the Parent, to execute and deliver a collateral trust agreement by and among the Subsidiary, the Parent, the other Guarantors party thereto, and The Bank of New York, and a Pledge Agreement, between Parent and The Bank of New York, pursuant to which Parent will pledge its capital stock of the Subsidiary as security for the Notes, each in the form and substance that the Authorized Officers executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof, and to do any and all acts which the Authorized Officers, in their discretion, may deem necessary or appropriate to make such Collateral Trust Agreement and Pledge Agreement valid and effective acts and agreements of the Parent.

**GENERAL**

RESOLVED, that in order to carry out fully the intent and effectuate the purposes of the foregoing resolutions, each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further action including, without limitation, to arrange for, enter into or grant amendments and modifications to and waivers of the foregoing

agreements (the "Agreements"), and to arrange for and enter into supplemental agreements, instruments, certificates, and other documents relating to the transactions contemplated by the agreements, and to execute and deliver all such further amendments, modifications, waivers, supplemental agreements, instruments, certificates and documents, in the name and on behalf of the Parent, and to pay all such fees and expenses, which shall in his judgment be deemed necessary, proper or advisable in order to perform the Parent's obligations under or in connection with the Agreements and the transactions contemplated thereby; and be it further

RESOLVED, that all the actions taken by the Authorized Officers of the Parent prior to the date of this written consent which are within the authority conferred are hereby ratified and approved.

Execution of this written consent constitutes a waiver of any notice required by law or the Amended and Restated Certificate of Incorporation or Bylaws of the Parent. This written consent may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same document. Delivery of an originally executed signature page or pages hereto, a counterpart signature page, or a photocopy thereof transmitted by telephone facsimile transmission, shall be as effective as delivery of a manually signed counterpart of this written consent.

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent on this \_\_\_\_ day of August, 2005.

APPROVED:

By: 

Craig McCaw

By: \_\_\_\_\_

Donna Alderman

By: \_\_\_\_\_

David Wasserman

By: \_\_\_\_\_

Gerry Salanne

By: \_\_\_\_\_

Tim Bryan

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IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent on this 18th day of August, 2005.

APPROVED:

By: Craig McCaw

By: Donna Alderman

By: David Wasserman

By: Gerry Salemme

By: Tim Bryan

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Craig McCaw

By: \_\_\_\_\_  
Donna Alderman

By:  \_\_\_\_\_  
David Wasserman

By: \_\_\_\_\_  
Gerry Salemmme

By: \_\_\_\_\_  
Tim Bryan

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Craig McCaw

By: \_\_\_\_\_  
Donna Alderman

By: \_\_\_\_\_  
David Wasserman

By: *R. Salemme*  
R. Salemme R & R

By: \_\_\_\_\_  
Tim Bryan

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David Wasserman

By: \_\_\_\_\_  
Gerry Salemme

By: \_\_\_\_\_  
Tim Bryan